

ZB# 95-59

Edward Johnson

6-1-12

#95-59-Johnson, Edw. & Denise

6-1-12. Area.

Pruling.

Nov. 13, 1995.

Applicant has Aps.
Letterport out

Copy of:

- ① Deed
- ② Title Report
- ③ Photos
- ④ Fees: \$50.00
300.00

Notice to Sentinel on 11/14/95.

Public Hearing:

November 27, 1995

Graded - 50
Area

Refund: \$203.50

file

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

15126

Nov 13 1995

Received of Edward + Denise Johnson \$ 50.00

Fifty 00/100 DOLLARS

For ZBA # 95-59

DISTRIBUTION

FUND	CODE	AMOUNT
CR # 1195		50.00

By Dorothy N. Hansen

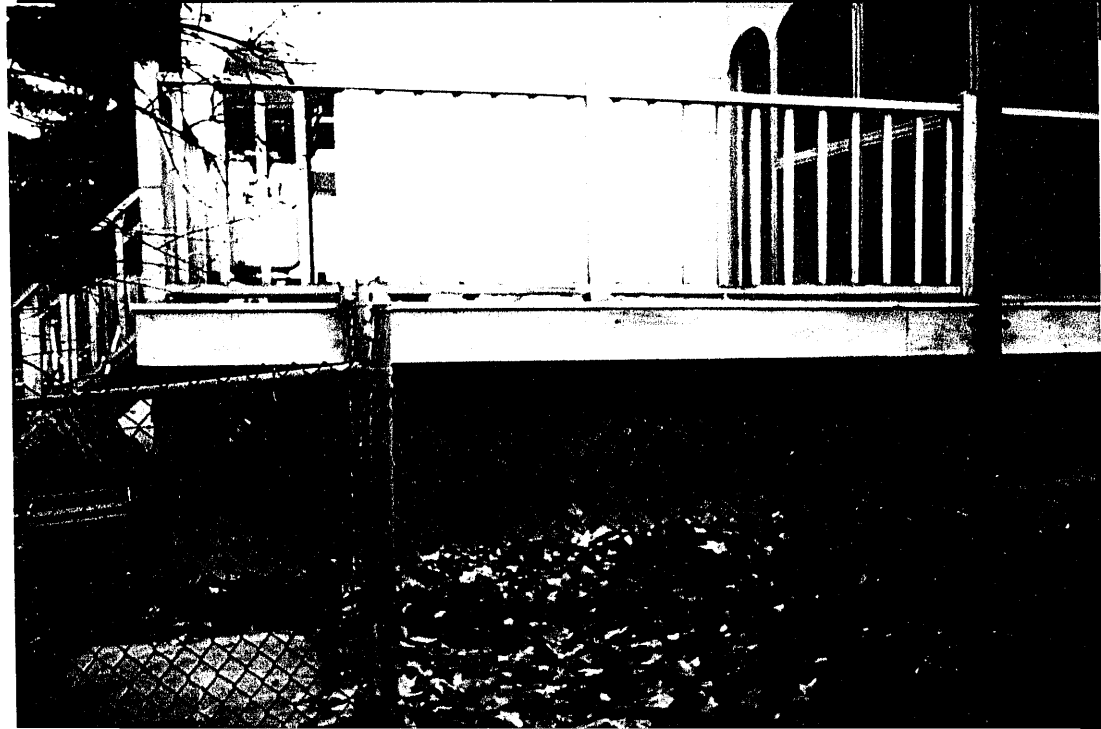
Town Clerk

F. WILLIAMSON L.P.



FORM	CODE	AMOUNT	By
CR # 1195		50.00	Deborah H. Hancock
			Town Clerk

© WILLIAMSON L



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Johnson, Edw.

FILE # 95-59

RESIDENTIAL: \$ 50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☐

USE ☐

APPLICATION FOR VARIANCE FEE

\$ 50.00 ✓
paid #1195
11/13/95

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES

\$ 300.00 ✓
paid #1196
11/13/95

DISBURSEMENTS -

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING - PER PAGE 11/13/95 - 3 pgs. \$ 13.50
2ND PRELIM. MEETING - PER PAGE 12/11/95 - 3 pgs. \$ 13.50
3RD PRELIM. MEETING - PER PAGE \$
PUBLIC HEARING - PER PAGE \$
PUBLIC HEARING (CONT'D) PER PAGE \$
TOTAL \$ 27.00

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 11/13/93 \$ 35.00
2ND PRELIM. 12/11/93 \$ 35.00
3RD PRELIM. \$
PUBLIC HEARING \$
PUBLIC HEARING \$
TOTAL \$ 70.00

MISC. CHARGES:

TOTAL \$ 97.00

LESS ESCROW DEPOSIT . . . \$ 300.00
(ADDL. CHARGES DUE) . . . \$
REFUND DUE TO APPLICANT . \$ 203.00

Refund due

(ZBA DISK#7-012192.FEE)

Date 12/6....., 1945.....

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO Edward & Denise Johnson DR.

22 Clarkview Rd., New Windsor

Charge: ZBA

DATE	CLAIMED	ALLOWED
2/6	Refund of Escrow overpayment #95-59	\$203.00
<p>Approved: Patricia G. Barnhart ZBA.</p>		

EDWARD T. JOHNSON
DENISE M. JOHNSON
22 CLARKVIEW RD.
NEW WINDSOR, NY 12553

50-693/219 1195

Pay to the order of Town of New Windsor \$ 50.00

50 Dollars

Key Bank of New York
1022 Union Avenue
Newburgh, NY 12550
Union Avenue Office

Memo # 95-59 ZBA Denise Johnson

00219069340 342 93 258 611 1195

BUGS BUNNY AND FRIENDS

EDWARD T. JOHNSON
DENISE M. JOHNSON
22 CLARKVIEW RD.
NEW WINDSOR, NY 12553

50-693/219 1196

Pay to the order of Town of New Windsor \$ 300.00

300 Dollars

Key Bank of New York
1022 Union Avenue
Newburgh, NY 12550
Union Avenue Office

Memo # 95-59 ZBA Denise Johnson

00219069340 342 93 258 611 1196

In the Matter of the Application of

EDWARD JOHNSON

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE**

#95-59.

WHEREAS, EDWARD JOHNSON, 22 Clarkview Road, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 9 ft. 5 in. side yard variance for existing porch and/or deck located at the above residence in an R-4 zone; and

WHEREAS, a public hearing was held on the 27th day of November, 1995 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared before the Board for this proposal; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The building is a single-family residence located in an R-4 zone.

(b) The residence is located in a single-family residential neighborhood having similar porches and/or decks.

(c) There have never been any complaints about the residence or the existing porch and/or deck.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in

this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant which can produce the benefits sought.
3. The variance requested is substantial but nevertheless should be granted because it would create an economic hardship for Applicant to remove the deck.
4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created because the porch and/or deck was constructed without a building permit but nevertheless should be granted because the house has been sold with the porch and/or deck and if this structure was removed to satisfy the regulations, this could cost the Applicant the sale.
6. The benefit to the Applicant, if the requested variance is granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.
8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 9 ft. 5 in. side yard variance for existing porch and/or deck located at the above residence, in an R-4 zone, as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: August 12, 1996.

Lawrence Torley

Chairman

Date 12/4/95, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553TO Frances Roth 147 Sycamore Dr. DR.New Windsor, NY 12553

DATE			CLAIMED	ALLOWED
11/27/95		Zoning Board Meeting	75 00	
		Misc. - 1		
		HRAC - 6		
		Rosenbaum - 6		
		Taromanides - 3		
		Roberts - 4		
		Dori Associates - 9		
		Olson - 10		
		Schlesinger - 3		
		Johnson - 3		
		* 13.50		
		45 pp	202 50	
			277 50	

JOHNSON, EDWARD

MR. NUGENT: Request for 9 ft. 5 in. side yard variance for existing porch and/or deck at 22 Clarkview Road in R-4 zone.

Mr. Edward Johnson appeared before the board for this proposal.

MR. KRIEGER: Let the record reflect there is no one present in the audience.

MS. BARNHART: Even though I sent out 48 notices on November 15 by mail.

MR. NUGENT: Nobody cares what you're doing.

MR. TORLEY: Nobody objects.

MR. TORLEY: Mr. Johnson, do you feel it would be an economic hardship to remove the deck so it won't encroach on the two side yards?

MR. JOHNSON: Yes, the house is currently being sold, it's supposed to close on the 15th and the buyers really like the deck, that was one of the selling features.

MR. TORLEY: So altering or removing the deck would decrease the value of the house substantially?

MR. JOHNSON: Might even affect the sale of the house.

MR. TORLEY: And houses in the neighborhood have similar decks?

MR. JOHNSON: Yes, yes.

MR. KRIEGER: Of similar size?

MR. JOHNSON: Yes.

MR. KRIEGER: Not identical, by similar?

MR. JOHNSON: Yes.

MR. KANE: It in no way creates any safety hazard to the area, interferes with water runoff?

MR. JOHNSON: No.

MR. KRIEGER: How much is required here and how much is requested?

MR. BABCOCK: Required 15, he's proposing 7.5 so he needs 7.5 variance.

MR. JOHNSON: That was changed.

MS. BARHNART: It's now 9.5.

MR. BABCOCK: Who changed that?

MS. BARNHART: I don't know if you can read these initials.

MR. BABCOCK: That is fine with me, just as long as we change it, you're requesting--

MS. BARHNART: I think it's Frank Lisi's chicken scratch here.

MR. JOHNSON: Yeah, I called Frank the following day the after the preliminary.

MR. BABCOCK: It's 9'5".

MR. JOHNSON: I told Frank 8.5 an extra foot, I measured it like Andy said, make sure that you had enough clearance and it was 12'8" with the gutter so I just told him to go that extra foot.

MS. BARHNART: And he changed it for us the next day.

MR. NUGENT: Signed.

MR. BABCOCK: So it's 9'5"?

MR. NUGENT: Yes, that is what he is looking for.

November 27, 1995

45

MR. LANGANKE: Is that the side of the Clarkview closer to Union Avenue?

MR. JOHNSON: Yeah, it's on this side.

MR. NUGENT: Any further questions?

MR. REIS: Make a motion that we grant Mr. Johnson his request for variance of 9'5".

MR. KANE: Second it.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. REIS	AYE
MR. NUGENT	AYE

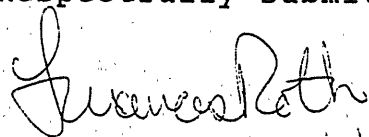
MR. TORLEY: I move we adjourn.

MR. LANGANKE: Second it.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. REIS	AYE
MR. NUGENT	AYE

Respectfully Submitted By:



Frances Roth
Stenographer

12/4/95

Prelim.
Nov. 13, 1995.

7:30 pm.
#95-59

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: NOVEMBER 3, 1995

APPLICANT: EDWARD JOHNSON
22 CLARKVIEW ROAD
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: NOVEMBER 2, 1995
FOR (BUILDING PERMIT): EXISTING PORCH DECK
LOCATED AT: 22 CLARKVIEW ROAD

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION 6 BLOCK 1 LOT 12
ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. INSUFFICIENT SIDE YARD SET-BACK FOR EXISTING 12FT. X 28FT.
PORCH/DECK.


BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4	USE F-10	
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD	15FT.	9FT.5 IN.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: _____

APPLICANT:

EDWARD JOHNSON
22 CLARKVIEW RD
New Windsor, NY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 11-2-95

FOR (BUILDING PERMIT) FOR EXISTING PORCH / DECK

LOCATED AT 22 CLARKVIEW

ZONE

R-4

DESCRIPTION OF EXISTING SITE: SEC: 6 BLOCK: 1 LOT: 12

ONE FAMILY HOUSE

IS DISAPPROVED ON THE FOLLOWING GROUNDS: INSUFFICIENT

SIDE YARD SET-BACK FOR EXISTING 12x28
PORCH / DECK.

Asi
BUILDING INSPECTOR

REQUIREMENTSPROPOSED OR
AVAILABLEVARIANCE
REQUEST

ZONE R-4 USE F-10

MIN. LOT AREA _____

MIN. LOT WIDTH _____

REQ'D FRONT YD _____

REQ'D SIDE YD. 15' _____

REQ'D TOTAL SIDE YD. _____

REQ'D REAR YD. _____

REQ'D FRONTAGE _____

MAX. BLDG. HT. _____

FLOOR AREA RATIO _____

MIN. LIVABLE AREA _____

DEV. COVERAGE _____ %

7'-6" _____

_____ %

7'-5" _____

_____ %

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
[REDACTED] TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

(14) 363-4630

CC: Z.B.A., APPLICANT, B.P. FILE

(630)

Washburn Associates
44-52 Route 9W
New Windsor, N.Y. 12550

"Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners."

"Only copies from the original of this survey marked with an original of the land surveyor's inked seal or his embossed seal shall be considered to be valid true copies."

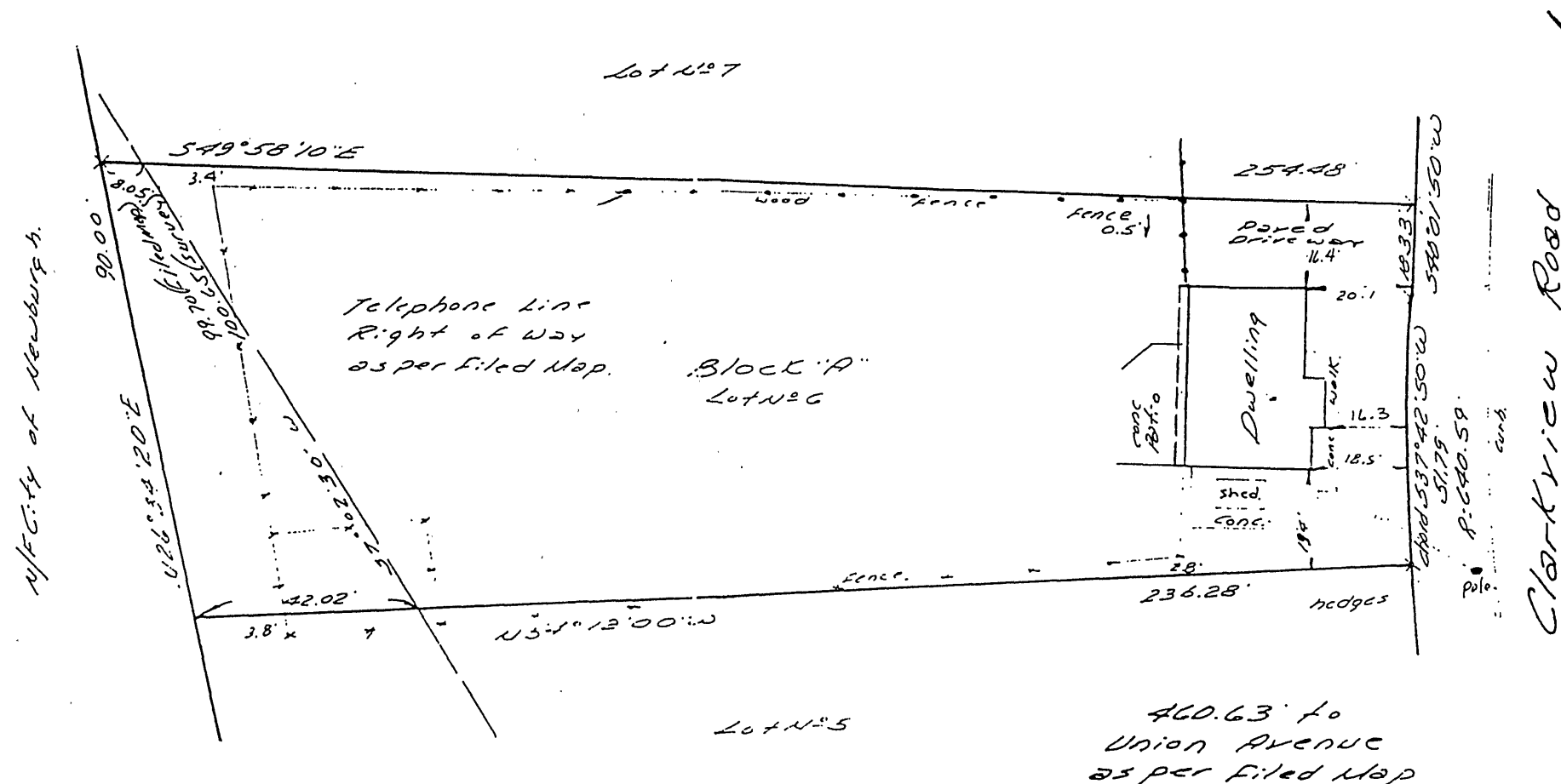
"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law."



Edward T. Johnson
Denise M. Johnson
Albany Savings Bank, F.S.B.
its successors and assigns.
Commonwealth Land Title Insurance Co.
Certified true and correct as shown hereon.

Ronald A. Washburn
Lic. No. 48368

Town of New Windsor Tax Map
Section 6 Block 1 Lot 12
Map Reference:
"Windsor Estates"
Filed December 15, 1955
Map No 1637



SURVEY MAP FOR

Edward T. Johnson
Denise M. Johnson

SCALE: 1"=30'

APPROVED BY:

DRAWN BY

DATE: Feb. 29, 1989

REVISED

Town of New Windsor Orange Co., N.Y.

DRAWING NUMBER

3555-A

Date 11/22/95, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Bell 147 Syracuse Dr DR.
New Windsor NY 12553

DATE		CLAIMED	ALLOWED
11/13/95	Zoning Board Mtg	75 00	
	Misc - 2		
	Langanke - 4		
	Rhodes - 3		
	Kimber - 8		
	Upstate - 4		
	Schlesinger - 5		
	Johnson - 3 13.50		
	McCarville - 3		
	32	144 00	
		219 00	

JOHNSON, EDWARD:

MR. NUGENT: Request for 7 ft. 5 in. side yard variance for existing porch and/or deck at 22 Clarkview Road in R-4 zone.

Mr. Edward Johnson appeared before the board for this proposal.

MR. JOHNSON: Back in August of '90, I applied for a building permit to put up my 12 x 28 deck on the side of my house. I was accepted and I had gone and had and started building and I had the footings inspected and I finished the deck. I never called back to get the final C.O. and I'm in the middle of purchasing my house now and it's got a sale pending and now I'm going for a, I went--

MR. KRIEGER: Purchasing or selling?

MR. JOHNSON: I'm selling the house and I went to make sure everything was in order and my broker told me that I didn't have a C.O. on the deck yet so called the building inspector down and he looked it over and says everything was okay except you're going to need a variance because of the side yard, in other words, and I said well, I said well, I applied for the building permit and, you know, I thought that is why I went for the permit. And then once I got the okay, I built it and I'm just asking for the variance.

MR. KRIEGER: Mike, what's he supposed to have here, 15?

MR. BABCOCK: 15.

MR. JOHNSON: I talked to Frank and what had happened was when they transposed my drawings to the building permit application, they changed the, they didn't transfer it the right way.

MR. BABCOCK: Yeah, it shows the building permit application shows that after the new deck was 18 foot 5 inches to the property line when it's actually 18 foot 5 inches from the front of the house to Clarkview, not

the side yard.

MR. NUGENT: Pretty self-explanatory.

MR. TORLEY: Which side of the house is the deck on?

MR. JOHNSON: Where the concrete pad is, yes, the deck covered right over top of the concrete.

MR. NUGENT: Any further question? I'll accept a motion.

MR. LANGANKE: I make a motion that we set Mr. Johnson up for a public hearing to give him relief on his variance request.

MR. TORLEY: Second it.

ROLL CALL

MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. REIS	AYE
MR. NUGENT	AYE

MR. KRIEGER: Couple of things you heard me talk to the other gentleman about the criteria, legal criteria, there you go, that is your sheet. I would like to look at your deed and title policy again bring them in, I don't need to keep them, just need to see them and give it back to you. Are you sure that 17'5" is what you need is enough for what you need?

MR. JOHNSON: You mean 7'5"? I believe so, yeah, I mean I didn't go out actually take the measurements.

MR. KRIEGER: Legally speaking, the Zoning Board of Appeals can only grant what you ask for and it has happened that somebody's come in and asked for something and then gone back and found out that they were an inch or two inches short. You can't come in at the public hearing and say by the way, I checked and since I'm here, I actually need 17'7" so the time to check that out is before you put the publication in the paper. But I just caution you.

November 13, 1995

28

MR. JOHNSON: Do you need these?

MS. BARNHART: I'll keep them in the file for the hearing, okay, thank you.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----x
In the Matter of Application for Variance of

Edward & Denise Johnson,

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

95-59.

-----x
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On Nov. 15, 1995, I compared the 48 addressed
envelopes containing the attached Notice of Public Hearing with
the certified list provided by the Assessor regarding the above
application for variance and I find that the addressees are
identical to the list received. I then mailed the envelopes in a
U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
15th day of November, 1995.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1997

(TA DOCDISK#7-030586.AOS)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

48

November 6, 1995

Edward & Denise Johnson
22 Clarkview Rd.
New Windsor, NY 12553

Re: Tax Map Parcel #6-1-12

Dear Mr. & Mrs. Johnson:

According to our records, the attached list of property owners are within five hundred (500) feet of the above-referenced property.

The charge for this service is \$65.00, minus your deposit of \$25.00.

Please remit the balance of \$40.00 to the Town Clerk's office.

Sincerely,

Leslie Cook *LCmo*

LESLIE COOK
Sole Assessor

LC/po

Attachments

cc: ~~Pat Barnhart~~

Bradley, Robert &
Bruno, Karen &
March, Joan
31 O'Dell Circle
Newburgh, NY 12550

Stronggreen, Kenneth & Elizabeth
10 Clarkview Rd.
New Windsor, NY 12553

Lusardi, Albert & Margaret
12 Clarkview Rd.
New Windsor, NY 12553

Jaime, Willard & Mary T.
14 Clarkview Rd.
New Windsor, NY 12553

Lego, James R. & Frances R.
16 Clarkview Rd.
New Windsor, NY 12553

Landry, Gerard R. & Laurie A.
18 Clarkview Rd.
New Windsor, NY 12553

Walsh, John M. & Ellen M.
20 Clarkview Rd.
New Windsor, NY 12553

Hyzer, Robert W. & Janette
24 Clarkview Rd.
New Windsor, NY 12553

Sweney, Larry A. & Clyde A.
26 Clarkview Rd.
New Windsor, NY 12553

VanVoorhis, Raphael J. & Carol M.
28 Clarkview Rd.
New Windsor, NY 12553

Jennings, Richard C. & Patricia C.
30 Clarkview Rd.
New Windsor, NY 12553

Senikowich, William J. & Ramona, Giuliano
32 Clarkview Rd.
New Windsor, NY 12553

Infante, Philip & Madeline
602 Union Ave.
New Windsor, NY 12553

Jobson, Todd A. & Haight, Karen B.
606 Union Ave.
New Windsor, NY 12553 X

Scaglione, Domenico
241 Temple Hill Rd.
New Windsor, NY 12553 X

McDougall, Robert J.
614 Union Ave.
New Windsor, NY 12553 X

Ramirez, Jose
618 Union Ave.
New Windsor, NY 12553 X

Ronsini, Nicholas A. Jr. & Juanita
322A Temple Hill Rd.
New Windsor, NY 12553 X

Scheiner, Sally & Isaac
11 Clarkview Rd.
New Windsor, NY 12553 X

Nouri, Ismail & Cemaliye
13 Clarkview Rd.
New Windsor, NY 12553 X

Oddo, Anthony J. Jr. & Angela
2 Mitchell Ave.
New Windsor, NY 12553 X

Kolesnik, Anatol
4 Mitchell Lane
New Windsor, NY 12553 X

O'Neil, James H. & Francis A.
40 Knox Dr.
New Windsor, NY 12553 X

Lynch, Matthew J. & Corinne
42 Knox Dr.
New Winsor, NY 12553 X

Johnson, Dean G. & Johnson, Laurel
44 Knox Dr.
New Windsor, NY 12553 X

Quill, Jeremiah P. & Patricia
17 Clarkview Rd.
New Windsor, NY 12553 X

Ferrell, Mark Leroy & Shelia Austin Ferrell
15 Clarkview Rd.
New Windsor, NY 12553 X

Stallone, John & Candolfa
41 Knox Dr.
New Windsor, NY 12553 X

Rieber, Alfred
43 Knox Dr.
New Windsor, NY 12553 X

Grainger, Cleryl
45 Knox Dr.
New Windsor, NY 12553 V

Bailey, Thomas G. & Nancy E.
47 Knox Dr.
New Windsor, NY 12553 X

Sharp, John E. & Nancy J.
19 Clarkview Rd.
New Windsor, NY 12553 X

Walker, Herman O. & Marie J.
21 Clarkview Rd.
New Windsor, NY 12553 X

Maskiell, Diane M. & Brown, Douglas J. Jr.
23 Clarkview Rd.
New Windsor, NY 12553 Y

Smith, David E. & Rose S.
1 President Ct.
New Windsor, NY 12553 X

Schultz, John Edward & Grace M.
2 President Ct.
New Windsor, NY 12553 X

Carroll, Frederick William & Joan A.
5 President Ct.
New Windsor, NY 12553 X

Mehig, George G. & Helen C.
7 President Ct.
New Windsor, NY 12553 X

Maisonet, Elizabeth E.
9 President Ct.
New Windsor, NY 12553 X

Muratore, Luigi M. & Anna
27 Clarkview Rd.
New Windsor, NY 12553

Bott, James S. & Mariann
29 Clarkview Rd.
New Windsor, NY 12553

Porath, Harold A. & Vera
31 Clarkview Rd.
New Windsor, NY 12553

Wilson, Elwood L. & Florence D.
592 Union Ave.
New Windsor, NY 12553

Herring, Zebedee C. & Betty L.
Route 2, Box 358
Davis Road
Garland, NC 28441

Moseley, LeGrande Sr. & Willetta M.
588 Union Ave.
New Windsor, NY 12553

Fischer, Susan
3117 Worthington Circle
Falls Church, VA 22044

Jagger, Robert H. & Mary Ann
1260 Route 52
Walden, NY 12586

City of Newburgh
Newburgh Water Supply
c/o City Comptroller
City Hall
Newburgh, NY 12550

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 59

Request of Edward + Denise Johnson

for a VARIANCE of the Zoning Local Law to permit:

existing Porch/Deck with insufficient
side yard

being a VARIANCE of Section 48-12, table of use/
bulk regulations, column F

for property situated as follows:

22 Clarkview Rd

New Windsor, Ny 12553

known as tax lot Section 6 Block 1 Lot 12.

SAID HEARING will take place on the 27 day of November,
1995, at New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York, beginning at 7:30 o'clock P. M.

James Nugent
Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS
APPLICATION FOR VARIANCE

95-59
Date: 11-11-95

I. ✓ Applicant Information:

- (a) Edward Johnson | 22 Clarkview Rd, New Windsor (565-0669)
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) R-4 22 Clarkview Rd, New Windsor 6-1-12 70 X 254
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? P.I.
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? 3-22-89
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO
- _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____

N/A.
 (b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

N/A
 (c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes____ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of use/bulk Regs., Col. F.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area_____	_____	_____
Min. Lot Width_____	_____	_____
Reqd. Front Yd._____	_____	_____
Reqd. Side Yd. <u>15ft.</u>	<u>6ft. 5 inches</u>	<u>9ft. 5 inches</u>
Reqd. Rear Yd._____	_____	_____
Reqd. Street Frontage*_____	_____	_____
Max. Bldg. Hgt._____	_____	_____
Min. Floor Area*_____	_____	_____
Dev. Coverage*_____%	_____%	_____%
Floor Area Ratio**_____	_____	_____
Parking Area_____	_____	_____

* Residential Districts only

** No-residential districts only

✓(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

See attached copies

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____

N/A

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

N/A

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

November 11, 1995

On August 31, 1990 I was granted a building permit (#5100) to build a deck onto my house.

I now have a sale pending and I'm concerned that any changes to my house could hamper the sale, in turn causing hardship for myself and my buyers.

Also in the past five years none of our neighbors have ever had any complaints about the deck. On the contrary we have had numerous compliments on it.

Therefore since the deck hasn't been an issue for anyone, I believe the area variance should be granted.

Thank you,
Edward & Denise Johnson

Title Insurance

Policy

POLICY NUMBER

606-319076



COMMONWEALTH
LAND TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

In Consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or encumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

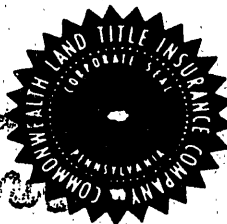
In Witness Whereof, Commonwealth Land Title Insurance Company has caused this policy to be signed and sealed on its date of issue set forth herein.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Countersigned:

Joseph C. Suberendine

Authorized Validating Signature



Joseph A. Bunker
President

Attest:

James J. D. Lynch
Secretary

CONDITIONS OF THIS POLICY

Section 1

DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means *Commonwealth Land Title Insurance Company*.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

Section 2

DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrance not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or, reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

Section 3

CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or encumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or encumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or encumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the

title was justified because of a defect or encumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or encumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or encumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or encumbrance, removes such defect or encumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

Section 4

NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

Section 5

PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any encumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this company under this policy shall reduce the amount hereof pro tanto except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or encumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

CONDITIONS CONTINUED ON INSIDE BACK COVER

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, known and designated as Lot 6, Block A, on a certain map entitled, "Development Plan for Windsor Estates, Town of New Windsor, County of Orange, New York", made by Arthur W. Eustance, engineer, dated August 2, 1955 and last revised December 13, 1955 and filed in the Orange County Clerk's Office on December 15, 1955 map #1637.

Said premises are, also, described as follows:

BEGINNING at a point in the northwesterly line of Clarkview Road, said point being in the division line between Lot No. 5, and the herein described Lot No. 6, of Block "A" all as shown on a certain map entitled "Windsor Estates" as filed in the Orange County Clerk's Office on December 15, 1955, as filed Map No. 1637, and running thence;

- (1) N 54° 12' 00" W 236.28 feet, along the said line of Lot No. 5, to a point, thence;
- (2) N 26° 34' 20" E 90.00 feet, along lands now or formerly the City of Newburgh, to an iron rod, thence;
- (3) S 49° 58' 10" E 254.48 feet, along the southwesterly line of Lot No. 7, of the aforesaid filed Map No. 1637, to a point, thence;
- (4) S 40° 01' 50" E 18.33 feet, along the aforesaid line of Clarkview Road, to a point of curvature, thence;
- (5) Southwesterly on a curve to the left, having a radius of 640.59 feet, and bearing a chord of S 37° 42' 50" W 51.79 feet, along the same, to the point or place of **BEGINNING**.

*For conveyancing only,
if intended to be conveyed.*

{ Together with all right, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Policy No. 606-319076

Title No. E 209-682

Name of Insured

Edward T. Johnson and
Denise M. Johnson, ux

Amount of Insurance \$ 125,000.00

Date of Issue March 22, 1989

The estate or interest insured by this policy is fee simple vested in the insured by means of deed dated 3/22/89 made by Margaret R. Sylvester to Edward T. Johnson and Denise M. Johnson, ux, and recorded in the Orange County Clerk's Office.

SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
 2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises
 3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any non-compliance with any violation thereof.
 4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
 5. Title to any property beyond the lines of the premises, or title to areas within or rights of easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
 6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
7. Survey made by Ronald A. Washburn, L.S., dated 2/29/89, shows the following: dwelling with attached concrete patio, paved driveway leading from dwelling to Clarkview Road, shed surrounded by concrete area, all within bounds; wood fence encroaches 3.8 feet outside southerly boundary line; overhead utility wires attaching to dwelling from Clarkview Road, policy excepts rights of company to maintain same, however, policy insures exercise of any rights created thereunder shall not disturb premises for residential purposes; all structures except cited fence encroachment located within bounds, no other variations. Policy insures vehicular access to and over said drive to Clarkview Road, a public highway.
8. Mortgage in the principal sum of \$112,500.00, plus interest, made by Edward T. Johnson and Denise M. Johnson to Albany Savings Bank, FSB, dated 3/22/89.

SCHEDULE "B" OF THIS POLICY CONSISTS OF TWO SHEET(S).

Policy No. 606-319076

Schedule B
Page 2

Title No. E 209-682

9. Restrictive covenants and conditions set forth in Liber 2267 cp 112, which restrictions have not been violated by the existing improvements. There is no condition or right of re-entry or other provision for forfeiture under which the insured can be cut-off, subordinated or otherwise disturbed.
10. Sewer Easement as set forth in Liber 1848 cp 786. Policy affirmatively insures exercise of any rights created thereunder shall not disturb premises for residential purposes.
11. Water Line Easement as set forth in Liber 1985 cp 750. Policy affirmatively insures exercise of any rights created thereunder shall not disturb premises for residential purposes.

CONDITIONS CONTINUED FROM INSIDE FRONT COVER

Section 6 COINSURANCE AND APPORTIONMENT

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a coinsurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing coinsurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a pro rata basis as if this policy were divided pro rata as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

Section 7 ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other

member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

Section 8 SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

Section 9 MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

Section 10 NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

Section 11 POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

Section 12 VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents.

ENDORSEMENTS

#22 Clarkview Road
Town of New Windsor
Orange County, New York 12550
6 - 1 - 12

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, known and designated as Lot #6, Block A, on a certain map entitled, "Development Plan for Windsor Estates, Town of New Windsor, County of Orange, New York", made by Arthur W. Eustance, Engineer, dated August 2, 1955, and last revised December 13, 1955, and filed in the Orange County Clerk's Office on December 15, 1955, as Map #1637.

BEING the same premises conveyed to DAVID C. MOSER and SUSAN E. MOSER by F. AUDREY DAVIDSON by Deed dated October 27th, 1983, and recorded in the Orange County Clerk's Office on November 1st, 1983, in Liber 2267 of Deeds at Page 112.

SAID PREMISES are, also, described in a survey prepared by Washburn Associates, dated May 13th, 1986, as follows:

BEGINNING at a point in the northwesterly line of Clarkview Road, said point being in the division line between Lot No. 5, and the herein described Lot No. 6, of Block "A" all as shown on a certain map entitled "Windsor Estates" as filed in the Orange County Clerk's Office on December 15, 1955, as filed Map No. 1637, and running thence:

- 1.) N 54 degrees 12' 00" W 236.28 feet, along the said line of Lot No. 5, to a point, thence;
- 2.) N 26 degrees 34' 20" E 90.00 feet, along lands now or formerly of the City of Newburgh, to an iron rod, thence;
- 3.) S 49 degrees 58' 10" E 254.48 feet, along the southwesterly line of Lot No. 7, of the aforesaid filed Map No. 1637, to a point, thence;
- 4.) S 40 degrees 01' 50" E 18.33 feet, along the aforesaid line of Clarkview Road, to a point of curvature, thence;
- 5.) Southwesterly on a curve to the left, having a radius of 640.59 feet, and bearing a chord of S 37 degrees 42' 50" W 51.79 feet, along the same, to the point or place of BEGINNING.

Bloom & Bloom, P.C.
530 BLOOMING GROVE TURNPIKE
(AT THE PROFESSIONAL CIRCLE
P.O. BOX 4323
NEW WINDSOR, NEW YORK 12550

LIBER 3110 PAGE 83

Description of a telephone line RIGHT OF WAY:

BEGINNING at a point in the above described third course, said point being S 49 degrees 58' 10" E 8.05 feet, from the terminus of the above described second course, and running thence;

- a.) S 7 degrees 02' 30" W 100.65 feet, to a point in the above described first course, said point being S 54 degrees 12' 00" E 42.02 feet, from the terminus of the said described first course.

SUBJECT TO covenants and restrictions of record.

BEING and intended to be the same premises as described in that certain deed dated July 11, 1986, made by DAVID C. MOSER and SUSAN E. MOSER, husband and wife, to MARGARET R. SYLVESTER, and recorded in the Orange County Clerk's Office on the 18th day of July, 1986, in Liber 2545 of Deeds at Page 327.

LIBER 3110 PAGE 84